

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE 20-Feb-2004		4. REQUISITION/PURCHASE REQ. NO. W68MD9-3314-5415		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329		CODE W912DW		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W912DW-04-R-0011	
				X		9B. DATED (SEE ITEM 11) 22-Jan-2004	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) W912DW-04-R-0011, SNOQUALMIE RIVER PROJECT, BRIDGE AND TRESTLE DEMOLITION, SNOQUALMIE FALLS, WASHINGTON  1. This Amendment Four (0004) provides for the following:  a. Addition of Appendix A and adding drawing revisions by notation in the SPECIAL CLAUSES (00800).							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  20-Feb-2004	

2. The attached revised sections are to be replaced in their entirety. Specification changes are generally identified, for convenience by strikeout for deletions, and underlining of text for additions. All portions of the revised or new pages shall apply whether or not changes have been indicated.

3. The proposal due date and time remain unchanged as follows:

26 February 2004 at 2:00 p.m., LOCAL TIME

4. NOTICE TO OFFERORS: Offerors must acknowledge receipt of this amendment by number and date on offer or by telegram. Please mark on outside of the envelope in which the offer is enclosed to show amendment received.

Encl:

Section 00800 (revised)

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## SECTION 00800

### SPECIAL CLAUSES

#### SC-1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) (FAR 52.211-10).

The Contractor shall be required to (a) commence work under this Contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 180 calendar days after date of receipt by Contractor of the notice to proceed. The time stated for completion shall include final cleanup of the premises. See Section 01005 SITE SPECIFIC SUPPLEMENTARY REQUIREMENTS, paragraph 1.5 for construction sequence and scheduling requirements.

#### SC-1.1 DELETED

#### SC-2. LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000) (FAR 52.211-12)

(a) If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$730.00 for each day of delay.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

SC-3. TIME EXTENSIONS (APR 1984) (FAR 52.211-13) Notwithstanding any other provisions of this Contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the Contract completion date will be extended only for those specific elements so delayed and that the remaining Contract completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

#### SC-4. DELETED

#### SC-5. INSURANCE (JAN 1997) (FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance period of this Contract at least the kinds and minimum amounts of insurance required in the Insurance Liability Schedule or elsewhere in the Contract.

(b) Before commencing work under this Contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies

evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective:

(1) for such period as the laws of the State in which this Contract is to be performed prescribe; or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this Contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the Contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

#### SC-5.1 REQUIRED INSURANCE IN ACCORDANCE WITH FAR 28.307-2:

(1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when Contract operations are so commingled with a Contractor's commercial operation that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) General Liability.

(a) The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(b) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(3) Automobile liability. The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) Environmental Liability. If this contract includes the transport, treatment, storage, or disposal of hazardous material waste the following coverage is required.

The Contractor shall ensure the transporter and disposal facility have liability insurance if effect for claims arising out of the death or bodily injury and property damage from hazardous material/waste transport, treatment, storage and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000.00 as evidenced by a certificate of insurance for

General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

## SC- 5.2 EXTRA INSURANCE COVERAGE

5.2.1 Contractor shall protect, defend, indemnify and hold harmless, King County, the City of Snoqualmie, the State of Washington, the Snoqualmie Tribe, and PSE, their appointed and elected officials, officers, directors, employees, and agents (collectively “Indemnified Parties”) from and against any and all actions, claims, costs, damages, demands, expenses, fines, judgments, liens, liabilities and penalties of any kind whatsoever arising from the tortious or wrongful acts, errors, or omissions of the Contractor or any of its subcontractors.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of indemnifying party’s immunity under Washington’s Industrial Insurance Act, RCW Title 51, as respects the indemnified party(s) only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor’s employees. The parties acknowledge that these provisions were specifically negotiated and agreed by them.

Intended Third Party Beneficiaries. It is the express intent and agreement of the Contracting Parties of this Contract that the “Indemnified Parties” identified above, other than the Government, SHALL BE THIRD PARTY BENEFICIARIES OF SUCH INDEMNIFICATION PROVISIONS WITH FULL RIGHTS TO ENFORCE SUCH INDEMNIFICATION PROVISIONS.

5.2.2 Contractor shall procure and maintain during the entire period of its performance under this Contract the following insurance policies:

1. By requiring this insurance coverage, the Government shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
2. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement. The limits or scope of coverages shall not limit or qualify the Contractor’s liability or obligations to the Indemnified Parties.
3. The Contractor shall furnish to the Contracting Officer a certificate or statement of the insurance required under this Section prior to the commencement of work under this Contract. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Indemnified Parties in such insurance shall not be effective for such a period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 45 days after written notice thereof to the Contracting Officer and the Indemnified Parties. The Contracting Officer and the Indemnified Parties shall have the right, upon written notice, to receive certified copies of the policies required hereunder.

4. The Contractor will be required to submit to the Contracting Officer a certification from the Contractor's insurance carrier(s) that the amount inserted by the Contractor in the item entitled "Additional Cost for Extra Insurance" of the Price Schedule represents only the additional premium paid by line of insurance coverage by the Contractor as a direct result of additional insurance costs to meet the specific insurance requirements of this Section and excludes those premium costs which would have otherwise been incurred by the Contractor if the extra insurance requirements had not been exercised.

5. Payment items for insurance premiums procured by the Contractor under Paragraph 4 of this Section shall be made at the contract lump sum price listed in the Bidding Schedule as "Additional Cost for Extra Insurance."

The Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property, including products-completed operations which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representative, employees, and/or sub-contractors. The cost of such insurance shall be paid by the Contractor or sub-contractor. The Contractor may furnish separate certificates of insurance and policy endorsements from each sub-contractor as evidence of compliance with the insurance requirements of this Contract.

6. For All Coverages:

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

(A) Minimum Scope Of Insurance

Coverage shall be at least as broad as:

(1) General Liability: Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY including products-completed operations. The policy shall not exclude coverage for damage from sudden and accidental explosion, collapse and/or underground damage (XCU).

(2) Professional Liability: Professional Liability, Errors and Omissions coverage. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided. "Professional Services", for the purpose of this Contract section shall mean any services provided by a licensed professional.

(3) Automobile Liability: Insurance Services Office form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. Coverage shall not exclude incidents relating

to the transport of blasting materials. If “pollutants” as excluded under the Standard Commercial Auto policy are to be transported, endorsements CA 9948 and MCS-90 are required.

(4) Workers’ Compensation: Workers’ Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.

(5) Employers Liability or “Stop-Gap”: The protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the General Liability policy.

(6) Contractor’s Pollution Liability: coverage to cover sudden and non-sudden bodily injury and/or property damage to include the physical injury or destruction of tangible property, loss of use, clean up costs and the loss of use of tangible property that has not been physically injured or destroyed.

(B) Minimum Limits of Insurance

The Contractor shall maintain limits no less than, for:

General Liability: \$ 10,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$10,000,000 aggregate limit.

Professional Liability, Errors and Omissions: \$ 1,000,000

Automobile Liability: \$ 5,000,000 combined single limit per accident for bodily injury and property damage.

Workers’ Compensation: Statutory requirements of the State of residency.

Employers’ Liability or “Stop Gap” coverage: \$ 1,000,000

Contractor’s Pollution Coverage: \$ 1,000,000 per occurrence.

(C) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the Government. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the Indemnified Parties and shall be the sole responsibility of the Contractor.

(D) Other Insurance Provisions

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

(1) Liability Policy(s) (Except Workers Compensation and Professional):



- a. The Indemnified Parties are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract.
- b. The Contractor's insurance coverage shall be primary insurance as respects Indemnified Parties. Any insurance and/or self-insurance maintained by The Indemnified Parties shall not contribute with the Contractor's insurance or benefit the Contractor in any way.
- c. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- d. The General Liability policy shall include a Per Project Aggregate.

(2) All Policies:

- a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) calendar days prior written notice has been given to the Government.

(E) Acceptability of Insurers

Unless otherwise accepted by the Government:

Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII. Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the Government. If at any time of the foregoing policies fail to meet the above minimum requirements, the Contractor shall, upon notice to that effect from the Government, promptly obtain a new policy, and shall submit the same to the Government, with the appropriate certificates and endorsements, for approval.

(F) Verification of Coverage

The Contractor shall furnish the Contracting Officer and The Indemnified Parties, upon written notice, with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the Government and are to be received and approved by the Government prior to the commencement of activities associated with the Contract. The Contracting Officer and the Indemnified Parties reserve the right to require complete, certified copies of all required insurance policies at any time, upon written notice.

If Professional Liability coverage is required under this contract, the Certificate of Insurance provided by the Contractor shall specifically state that the activities required under contract for the project are included under this policy.

(G) Sub-contractors

The Contractor shall include all sub-contractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements from each sub-contractor. Insurance coverages provided by sub-contractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

SC-6. CONTINUING CONTRACTS (ALTERNATE) (EFARS 52.232-5002) (MAR 1995):

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$250,000 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the Contractor to a price adjustment under the terms of this contract, except as specifically provided in paragraphs (e) and (h) below.

(c) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat 97, as in effect on the first day of the delay in such payment.

(f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

(g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(h) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

(i) If at any time, it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(j) The term "Reservation" means monies that have been set aside and made available for payment under this Contract.

SC-7. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) (FAR 52.236-1): The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty percent (20%) of the total amount of work to be performed under the Contract. The percentage may be reduced by a supplemental agreement to this Contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

SC-8. PHYSICAL DATA (APR 1984) (FAR 52.236-4): Data and information furnished or referred to below is for the Contractor's information. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) Physical Conditions: The indications of physical conditions on the drawings and in the specifications are the result of site investigations by test holes shown on the drawings.

(b) Weather Conditions: Each bidder shall be satisfied before submitting his bid as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any National Weather Service Office.

(c) Transportation Facilities: Each bidder, before submitting his bid, shall make an investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the jobsite. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of the work.

(d) Right-of-Way: The right-of-way for the work covered by these specifications will be furnished by the Government. The Contractor may use such portions of the land within the right-of-way not otherwise occupied as may be designated by the Contracting Officer. The Contractor shall, without expense to the Government, and at any time during the progress of

the work when space is needed within the right-of-way for any other purposes, promptly vacate and clean up any part of the grounds that have been allotted to, or have been in use by, him when directed to do so by the Contracting Officer. The Contractor shall keep the buildings and grounds in use by him at the site of the work in an orderly and sanitary condition. Should the Contractor require additional working space or lands for material yards, job offices, or other purposes, he shall obtain such additional lands or easements at his expense.

(e) Channel Depths and Average Daily River Flow: Channel depths and average daily river flow for the Snoqualmie River at Snoqualmie, Washington are shown in Appendix A, attached at the end of this Section.

SC-9. DELETED

SC-10. LAYOUT OF WORK (APR 1984) (FAR 52.236-17): The Contractor shall lay out its work from Government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due, or to become due, to the Contractor.

SC-11 THROUGH SC-13. DELETED

SC-14. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAY 1999)-(EFARS 52.231-5000)

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region VIII. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the

schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(e) Copies of EP1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" Volumes 1 through 12 are available in Portable Document Format (PDF) only and can be viewed or downloaded at <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/cecw.htm>. Copies of the CD-ROM (Volumes 1-12) are also available through either the Superintendent of Documents or Government bookstores. For additional information telephone 202-512-2250, or access on the Internet at [http://www.access.gpo.gov/su\\_docs](http://www.access.gpo.gov/su_docs).

SC-15. PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAY 1999)-(EFARS 52.232-5000)

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (2) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: Any other construction material stored offsite may be considered in determining the amount of a progress payment.

SC-16 AND SC-17 DELETED.

SC-18. CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (OCT 1996) (52.0236-4001 EBS)

(a) The Government--

(1) Will provide the Contractor, without charge, one set of contract drawings and one set of specifications in electronic format on a compact disk. The Government will not give the Contractor any hard copy paper drawings or specifications for any contract resulting from this solicitation.

(b) The Contractor shall--

(1) check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies; and

(4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified in the index of drawings attached at the end of the Special Clauses.

SC-19 THROUGH SC-23 DELETED.

## INDEX OF DRAWINGS

Snoqualmie River Project  
Bridge and Trestle Demolition  
Snoqualmie Falls, Wa.

File No. E-2-6-565

SHEET NUMBER	PLATE NUMBER	TITLE	REVISION NUMBER	DATE
1	G-1	Title, Vicinity Map and Drawing Index		03DEC11
2	C-1	Overall Site Plan	A	04FEB13
3	C-2	Railroad Bridge and Trestle Demolition	A	04FEB13
4	C-3	Bridge and Trestle Photographs		03DEC11
5	C-4	Details		03DEC11

### DRAWING REVISIONS BY NOTATION

#### Drawing Sheet 3:

(a) Revise Note 9 to read "For bidding purposes the Contractor shall assume that the bridge contains lead based paint but that the results from the TCLP testing will be less than 5 mg/L (see Specification Section 01354, paragraph 1.4.5)".

(b) Add "Note 10. Visual inspection indicates 36 piles in each bridge pier and 6 additional piles in the river for a total of 78 piles".

(c) Add "Note 11. Contractor may remove and dispose of rails and ties within the work area boundary".

### STANDARD DETAILS BOUND IN THE SPECIFICATIONS

DRAWING NUMBER	SHEET NUMBER	TITLE	DATE
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### SECTION 01501 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1, 2, & 3	Civil Works Project Identification Sign	REV 07APR88
1	Hard Hat Sign	10SEP90

~~END OF SECTION~~

Attachment A follows.

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## Appendix A

### Channel Depths And Average Dailey Flows

## Channel Depths

### Snoqualmie River Flood Damage Reduction Project

HEC-RAS version 3.1.1 computed output, Vicinity of Railroad Bridge to be Removed

#### Cross Section 170

Name	Discharge (cfs)	Min. Channel elevation	Water Surface Elevation	Average Channel Velocity (ft.per sec.)
WS PF 1	500	386	398.11	0.32
WS PF 2	1,000	386	398.54	0.61
WS PF 3	1,500	386	399.18	0.84
WS PF 4	2,000	386	399.72	1.06
WS PF 5	2,500	386	400.07	1.27
WS PF 6	3,000	386	400.51	1.45
WS PF 7	4,000	386	401.21	1.8
WS PF 8	5,000	386	401.82	2.12
WS PF 9	6,000	386	402.28	2.44
WS PF 10	8,000	386	403.43	2.93
WS PF 11	10,000	386	404.25	3.43

#### Cross Section 180

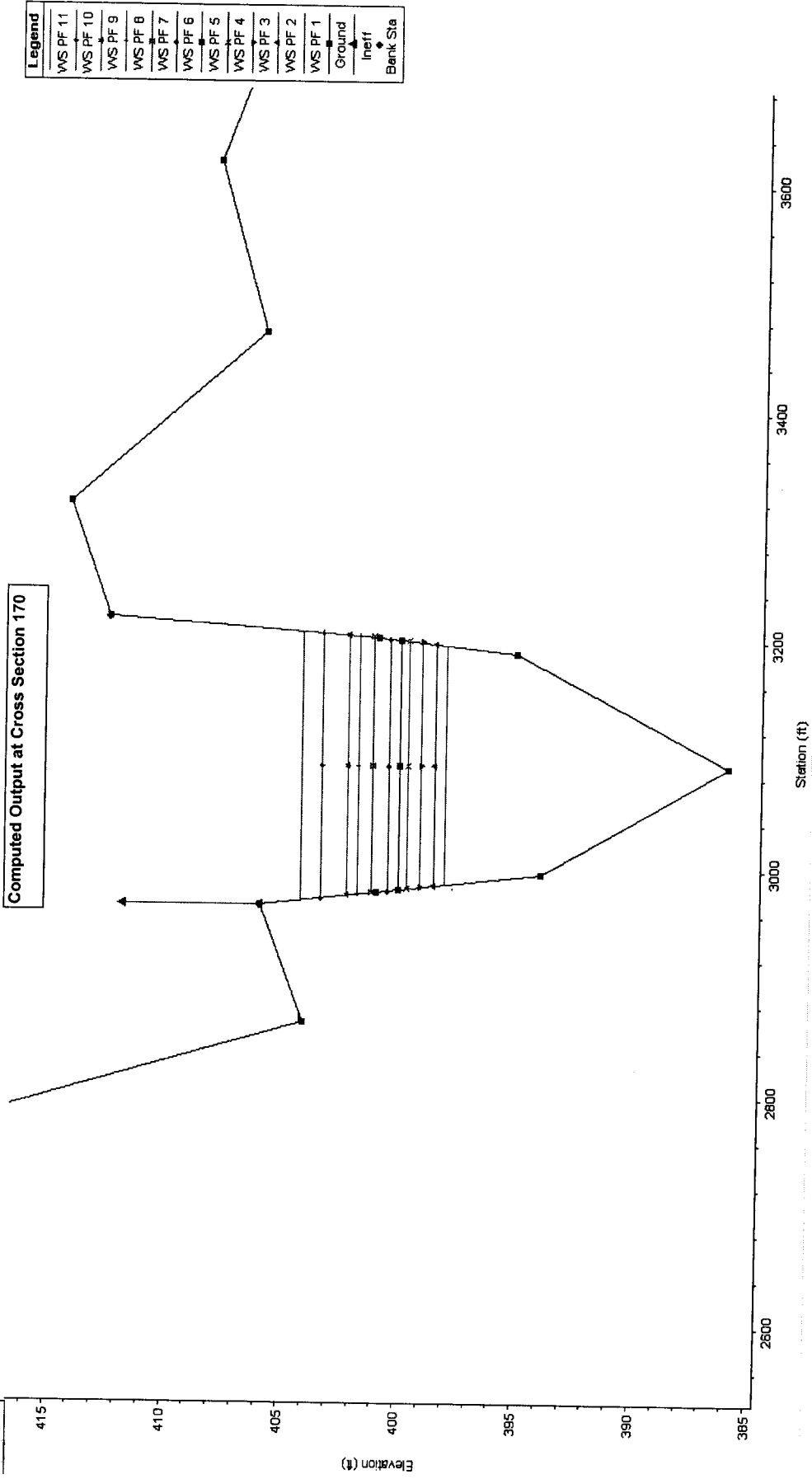
Name	Discharge (cfs)	Min. Channel elevation (ft. NGVD)	Water Surface Elevation	Average Channel Velocity (ft.per sec.)
WS PF 1	500	391.1	398.11	0.4
WS PF 2	1,000	391.1	398.55	0.73
WS PF 3	1,500	391.1	399.19	0.96
WS PF 4	2,000	391.1	399.74	1.16
WS PF 5	2,500	391.1	400.09	1.37
WS PF 6	3,000	391.1	400.54	1.52
WS PF 7	4,000	391.1	401.26	1.83
WS PF 8	5,000	391.1	401.88	2.09
WS PF 9	6,000	391.1	402.38	2.32
WS PF 10	8,000	391.1	403.56	2.57
WS PF 11	10,000	391.1	404.43	2.84

#### NOTES:

- 1) The model used to compute these values was calibrated to flood flows, generally exceeding 25,000 cfs.
- 2) All elevations referenced to NGVD datum.
- 3) Model cross section geometry from 1990 Puget Sound Power and Light survey; existing conditions will vary.
- 4) Cross section 170 is about 100 feet downstream of bridge.
- 5) Cross section 180 is about 350 feet upstream of bridge.
- 6) HEC-RAS is a one-dimensional model, thus reported average channel velocities will tend to understate conditions in the vicinity of bridge piers.
- 7) The computed water surface elevation is uncertain with respect to present conditions.

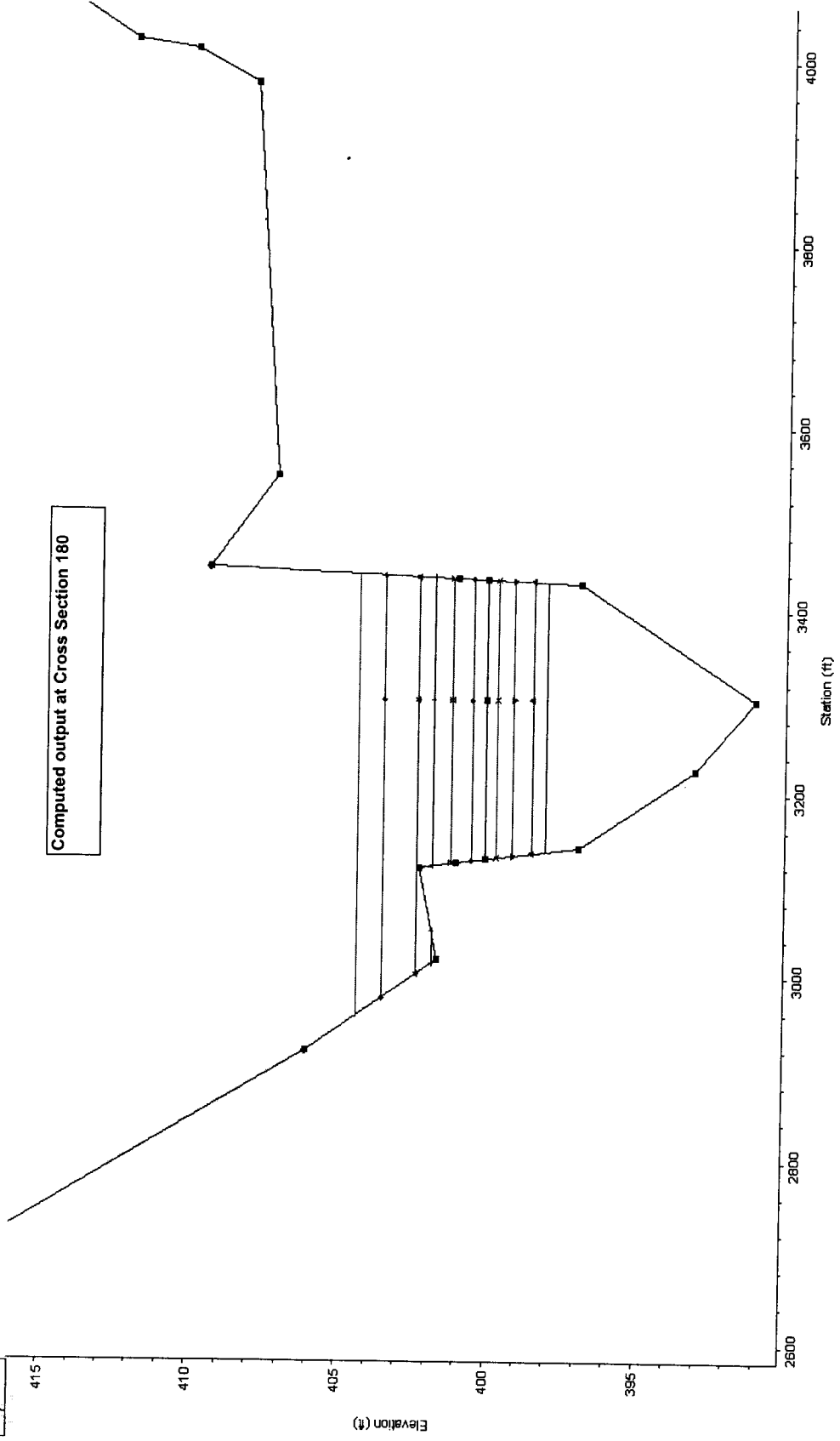


Snoqualmie 205 Plans and Specs Models Plan: Snoq EC Low Q 12/10/2003





Snoqualmie 205 Plans and Specs Models    Plan: Snoq EC Low Q    12/10/2003  
Bruce St.



USGS Gage # 12144500, Snoqualmie River Near Snoqualmie, WA.  
Average Daily Flow Statistics based on 46 years of record.  
Units: cubic feet per second.  
Gage is located 0.3 miles downstream of Snoqualmie Falls.

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>
# Days	1,426	1,299	1,426	1,380	1,457	1,410	1,442	1,395	1,380	1,395	1,350	1,395
Avg Day	3,661	3,066	2,501	3,008	3,809	3,657	1,858	862	1,156	1,847	3,579	3,661
Max Day	36,700	34,500	24,600	17,600	11,600	16,300	13,300	5,240	12,800	28,400	54,700	45,600
Min Day	642	700	759	1,060	1,130	674	400	88	245	260	329	608
Min Month	1,162	1,215	1,367	1,478	1,895	1,077	536	451	342	348	716	1,211
Max Month	6,414	6,676	6,735	4,696	6,055	7,568	4,393	2,263	3,937	3,931	10,097	8,886
Average Daily Flow Exceedences												
1%	21,802	18,604	9,472	9,876	9,174	9,891	5,721	3,301	7,048	10,200	21,950	20,025
10%	7,350	5,521	3,970	4,810	5,896	6,020	3,568	1,465	2,300	3,955	6,780	6,945
20%	4,680	3,752	3,056	3,780	4,882	4,910	2,570	1,080	1,490	2,650	4,550	4,660
50%	2,400	2,185	2,090	2,550	3,425	3,240	1,480	680	705	1,160	2,490	2,490
90%	1,140	1,160	1,220	1,550	2,230	1,830	763	455	403	446	1,020	1,260

NOTE:

- 1) real-time USGS data is available at: [http://nwis.waterdata.usgs.gov/nwis/uv/?site\\_no=12144500&agency\\_cd=USGS](http://nwis.waterdata.usgs.gov/nwis/uv/?site_no=12144500&agency_cd=USGS)
- 2) Data from "Hydrodata" computer data program.

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